

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 18			
Offeror To Complete Block 12, 17, 23, 24, & 30									
2. Contract No. DAAE20-01-P-0374		3. Award/Effective Date 2001JUN05		4. Order Number		5. Solicitation Number DAAE20-01-T-0193			
7. For Solicitation Information Call:		A. Name SHERYL DEVOL		B. Telephone Number (No Collect Calls) (309)782-6602		6. Solicitation Issue Date 2001APR26			
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-R ROCK ISLAND IL 61299-7630				Code W52H09		10. This Acquisition Is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set Aside: % For <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:			
e-mail: DEVOLS@RIA.ARMY.MIL				11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule		12. Discount Terms			
				<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)					
				13b. Rating DOA5					
15. Deliver To SEE SCHEDULE				Code		16. Administered By DCMAO MILWAUKEE H S REUSS FED BLDG SUITE 340 310 WEST WISCONSIN AVENUE MILWAUKEE WI 53203-2282			
Telephone No.				Code S5001A					
17. Contractor/Offeror EDDY PRODUCTS ELECTRICAL ASSEMBLY INC 1509 RAPIDS DRIVE RACINE WI 53404		Code 59164		Facility		18a. Payment Will Be Made By DFAS-CO COLUMBUS CENTER ATTN: GREAT LAKES CONTR ACCT P O BOX 182230 COLUMBUS OH 43218-2230			
Telephone No.		Code SC1026							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.		20. Schedule Of Supplies/Services			21. Quantity		22. Unit		
		SEE SCHEDULE							
		(Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data ACRN: AA 97 X4930AC6G 6D 26FB S11116 W52H09						26. Total Award Amount (For Govt. Use Only) \$9,288.00			
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
28. Contractor Is Required To Sign This Document And Return _____ Copies <input type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					29. Award Of Contract: Reference DAAE2001T0193 Offer <input checked="" type="checkbox"/> Dated 2001MAY16. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items: SEE SCHEDULE				
30a. Signature Of Offeror/Contractor					31a. United States Of America (Signature Of Contracting Officer)				
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) HOWARD LEWIS /SIGNED/ LEWISH@RIA.ARMY.MIL (309)782-3506		31c. Date Signed		
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted					33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number		
32b. Signature Of Authorized Government Representative					32c. Date		35. Amount Verified Correct For		
32a. Quantity In Column 21 Has Been					36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number		
32b. Signature Of Authorized Government Representative					32c. Date		38. S/R Account Number		
32b. Signature Of Authorized Government Representative					32c. Date		39. S/R Voucher Number		
41a. I Certify This Account Is Correct And Proper For Payment					42a. Received By (Print)		40. Paid By		
41b. Signature And Title Of Certifying Officer					41c. Date		42b. Received At (Location)		
41b. Signature And Title Of Certifying Officer					41c. Date		42c. Date Recd (YYMMDD)		
41b. Signature And Title Of Certifying Officer					41c. Date		42d. Total Containers		

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 18
	PIIN/SIIN DAAE20-01-P-0374MOD/AMD	
Name of Offeror or Contractor: EDDY PRODUCTS		

SUPPLEMENTAL INFORMATION

- The purpose of this order is to purchase 144 each, Heater, Gun Type, NSN: 4940-00-785-1162.
- Offeror Representations and Certifications - Commercial Items is hereby incorporated in full text (Attachment 001).
- All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 002 ***			
	Regulatory Cite	Title	Date
1	52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

- b. If you think that this solicitation:
- has inappropriate requirements; or
 - needs streamlining; or
 - should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
 AMSTA-AQ-AR (OMBUDSMAN)
 Rock Island IL 61299-7630
 Phone: (309) 782-3223
 Electronic Mail Address: amsta-aq-ar@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- TACOM-RI solicitation number;
- Name of PCO;
- Problem description;
- Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

2	52.215-4503 TACOM-RI	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	APR/1999
1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.			

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 3 of 18
Name of Offeror or Contractor: EDDY PRODUCTS		

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

3	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
	TACOM-RI		

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

The purpose of this order is to purchase 200 each, Heater, Gun Type, Electrical, NSN: 4940-00-785-1162.

This order has a one year 200% option. (See clause 52.217-6.)

This order is also set aside for Small Businesses only.

Please submit the required information as stated in clause 52.212-1, Instructions to Offerors - Commercial Items. In addition, the offerors are required to submit the following information requested in the Description for Purchase.

a. How long has your product been for sale in the commercial marketplace?

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 4 of 18
---------------------------	---	----------------------------

Name of Offeror or Contractor: EDDY PRODUCTS

b. How many heat guns, that meet the description for purchase, has your company sold commercially during the time period of 1 Oct 1999 through 30 Sep 2000?

c. What is the life expectancy of your product under average use?

d. What is your distribution network within the United States?

e. Certification: The contractor shall provide certification that the product offered meets the salient characteristics of this description and that the product conforms to the producer's own drawings, specifications, standards and quality asurance practices and is the same product offered for sale in the commercial marketplace.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 5 of 18
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Name of Offeror or Contractor: EDDY PRODUCTS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>HEATER, GUN TYPE, ELE</u>	144	EA	\$ 64.50000	\$ 9,288.00
	NSN: 4940-00-785-1162 NOUN: HEATER,GUN TYPE,ELE FSCM: 81349 PART NR: MIL-H-45193 SECURITY CLASS: Unclassified PRON: M111TE26M1 PRON AMD: 05 ACRN: AA AMS CD: 070011 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H091037A500 W25G1U J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 94 06-AUG-2001 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-01-P-0374/0000				
	DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52H091037A501 W62G2T J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 50 06-AUG-2001 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-01-P-0374/0000				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 6 of 18
Name of Offeror or Contractor: EDDY PRODUCTS		

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DESCRIPTION FOR PURCHASE

The following Item Description, Drawing(s) and/or Specification(s) represent minimum Government requirements and are applicable to this Procurement.

National Stock Number (NSN): 4940-00-785-1162

This description covers a portable, hand held, electric gun type heater (heat gun) with a heat rating of not less than 300 degrees Fahrenheit (F) or not more than 500 degrees F.

Salient characteristics: The heat gun shall:

- a. Conform to the applicable requirements of Underwriter's Laboratories Standard No. 499.
- b. Deliver air at the temperatures specified above.
- c. Supply a steady flow of air and heated air at a flow rate of at least 20 cubic feet per minute when operated with the air vent open.
- d. Be furnished with positively attached stand to support the heat guns at any position from parallel to the rest surface to 90 degrees from the rest surface.
- e. Be designed for operation when held with one hand and when resting on the stand.
- f. Operate on 120 ± 10 volts AC current.
- g. Be wired with not less than six feet of 14 AWG three-conductor flexible electrical cord; covered for outdoor oil and dirt contaminated environments and provided with a three-prong plug.
- h. Be designed so that switches, power cords, heating elements, blower motors and motor brushes can be replaced using common hand tools.
- i. Be provided with a three position (blower and heating element/blower only/off) toggle or rocker switch. Toggle switches shall be furnished with a guard to prevent inadvertent actuation of the switch.
- j. Have physical dimensions, with the stand attached, that allow storage in a space no greater than 16 inches X 12 inches X6 inches.
- k. Weigh no more than 4 pounds with rest stand attached.
- l. Be furnished with two heat deflectors, with means for positive attachment to the discharge tube, for shrinking all sizes of heat-shrinkable tubing up to at least 2.0 inches diameter. The reflectors shall provide even distribution of heated air over 1.50 inches or more of the heat-shrinkable tubing.
- m. Be free of asbestos material, including amosite, chrysotile, crocidolite, tremolite, anthophyllite and actinolite.
- n. Be designed for industrial use.
- o. Have safety devices provided, such as double-jacketed nozzles, for all parts presenting safety hazards to the user.
- p. Be furnished with a parts breakdown list and operating, maintenance and safety instructions.

Workmanship: Shall be free of defects that may impair serviceability or durability.

Certification: The contractor shall certify that the product offered meets the salient characteristics of this description and that the product conforms to the producer's own drawings, specifications, standards and quality assurance practices and is the same product offered for sale in the commercial marketplace. The Government reserves the right to require proof of such conformance prior to first delivery and thereafter as may be otherwise provided for under the provisions of the contract.

Market Acceptability Criteria: The manufacturers of the heat guns shall meet the following market acceptability requirements.

- a. Shall have manufactured heat guns that meet this description for at least 5 years; for sale in the commercial marketplace.
- b. Shall have sold not less than 5,000 heat guns that meet this description; in the commercial marketplace during the last fiscal year.
- c. Shall produce heat guns with an expected service life of no less than 5 years under average usage.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 7 of 18
Name of Offeror or Contractor: EDDY PRODUCTS		

d. Shall have distribution in most of the 50 states.

Reclaimed Materials: The manufacturer shall utilize reclaimed materials to the maximum extent practicable. Reclaimed materials shall be reprocessed, remanufactured or recycled in a manner that restores them to the same chemical composition and physical properties as the materials originally selected for use.

UL Standards are available from Underwriters Laboratories Inc. (UL), 333 Pfingsten Road, Northbrook, IL 60062-2096.

*** END OF NARRATIVE C 001 ***

PACKAGING AND MARKING

4	52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL) TACOM-RI	FEB/2000
a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.		
b. The following Packaging requirements shall apply:		
Preservation: COMMERCIAL Level of Packing: COMMERCIAL Quantity Per Unit Package: 1 each Quantity of Unit Packages Per Intermediate Container: 1 each		
(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:		
(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.		
(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.		
(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.		
(2) Unit package:		
(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.		
(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.		
(3) Intermediate Package:		
(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.		
(4) Packing:		
(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.		

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 8 of 18
Name of Offeror or Contractor: EDDY PRODUCTS		

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N/A, Date N/A, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: NONE

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

5	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
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DELIVERIES OR PERFORMANCE

6	52.247-29	F.O.B. ORIGIN	JUN/1988
7	52.247-34	F.O.B. DESTINATION	JAN/1991
8	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
9	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
10	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
11	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 9 of 18
Name of Offeror or Contractor: EDDY PRODUCTS		

and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 10 of 18

PIIN/SIIN DAAE20-01-P-0374

MOD/AMD

Name of Offeror or Contractor: EDDY PRODUCTS

CONTRACT ADMINISTRATION DATA

										JOB			
LINE	PRON/	OBLG								ORDER	ACCOUNTING	OBLIGATED	
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>						<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>	
0001AA	M111TE26M1	AA	2	97	X4930AC6G	6D		26FB	S11116		W52H09	\$	9,288.00
070011													
											TOTAL	\$	9,288.00

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>
Army	AA	97	X4930AC6G	6D	26FB S11116	W52H09	\$ 9,288.00
						TOTAL	\$ 9,288.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 11 of 18
Name of Offeror or Contractor: EDDY PRODUCTS		

SPECIAL CONTRACT REQUIREMENTS

- 12

52.246-4500

MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)

MAY/2000
- TACOM-RI
- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are devols@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309)782-6558, (ATTN: Sheryl L. DeVol) and (309) 782-1338 (ATTN: Nancy Fraser).
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
- (1)

The FMS/MAP copies may be submitted to:

N/A

(End of Clause)

(HS6510)

CONTRACT CLAUSES
52.212-4 Contract Terms and Conditions--Commercial Items.

As prescribed in 12.301 (b)(3), insert the following clause:

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--
- (1)

Within a reasonable time after the defect was discovered or should have been discovered; and
- (2)

Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1 , Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1 , Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 12 of 18
Name of Offeror or Contractor: EDDY PRODUCTS		

possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Bud(yet (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5 (b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 13 of 18
Name of Offeror or Contractor: EDDY PRODUCTS		

upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5 .
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of clause)

[64 FR 10542, March 4, 1999]

*** END OF NARRATIVE I 001 ***			
13	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAR/2001
14	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
15	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
16	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
17	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
18	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
	DFARS		
19	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
	DFARS		
20	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/2001

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 14 of 18
Name of Offeror or Contractor: EDDY PRODUCTS		

(3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

____(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____ (ii.) Alternate I to 52.219-5.

____ (iii.) Alternate II to 52.219-5.

____(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I of 52.219-23

____ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).

____(10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

____(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

X____(12) 52.222-26, Equal Opportunity (E.O. 11246).

____(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X____(14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

____(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).

____(16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

____(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).

____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C).

X____(18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

____(19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

____ (ii) Alternate I of 52.225-3.

____ (iii) Alternate II of 52.225-3.

____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 15 of 18
Name of Offeror or Contractor: EDDY PRODUCTS		

____(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

 X (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

____(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

____(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).

____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

____(6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 16 of 18
---------------------------	--	----------------------

Name of Offeror or Contractor: EDDY PRODUCTS

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6260)

21 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) Heater, Gun Type by a quantity of up to and including but not exceeding 200% percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) Heater, Gun Type, CLIN 0001AA shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 30 APRIL 2002 by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall be at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option	
(F.O.B. Origin)	\$ <u>63.50</u> CLIN 0001AA

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

22 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR DEC/2000
DFARS EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

_____252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

_____252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

_____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 17 of 18
Name of Offeror or Contractor: EDDY PRODUCTS		

 x 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

 252.225-7012 Preference for Certain Domestic Commodities.

 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

 252.225-7016 Restriction on Acquisition of Ball and roller Bearings
(Alternate I) (Section 8064 of Pub. L. 106-259).

 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program
(Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

 252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).

 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)

 252.247-7023 Transportation of Supplies by Sea (Alternate I)
(Alternate II)(10 U.S.C. 2631).

 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023, Transportation of Supplies by Sea (10 U.S.C.2631).

252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA6720)

23 52.242-12 REPORT OF SHIPMENT (RESHIP) JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a ''Report of Shipment'' or ''RESHIP FOR T.O.''

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0374 MOD/AMD	Page 18 of 18
Name of Offeror or Contractor: EDDY PRODUCTS		

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA***-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)